

Settlement Agreement

This Settlement Agreement (this "Agreement") is between United Food and Commercial Workers Union, Local 21 ("the Union") and Amazon.com Services LLC ("Employer") (collectively, "the Parties"). This Agreement is intended to resolve all of the allegations raised in National Labor Relations Board ("NLRB") Case No. 19-CA-266977 (the "Charge") and in the Complaint and Amended Complaint (together the "Complaint") issued in conjunction with the Charge. For that purpose, the Union and Employer agree as follows:

1. **Withdrawal of Charge and Complaint.** The Union agrees to request the withdrawal with prejudice of the Charge. The Union's failure to request such withdrawal, or the NLRB's failure to approve such withdrawal and to rescind the Complaint issued in conjunction with the Charge in its entirety, will render this Agreement null and void and will relieve Employer and the Union of any obligations under this Agreement.

2. **Payment to Employees.** In consideration of the terms and conditions contained in this Agreement, Employer agrees to make the following payments:

- (b) (4), (b) (6), (b) (7)(C)
(b) (4), (b) (6), (b) (7)(C) less all legally required payroll deductions and tax withholdings (including applicable withholding for federal, state, and local income taxes and FICA), in full satisfaction of any back pay, costs, and interest remedy to which (b) (6), (b) (7)(C) could have been entitled to recover through the scheduled date of the hearing on the pending Complaint. This payment will be reported to the Internal Revenue Service ("IRS") on an IRS form W-2.
- (b) (4), (b) (6), (b) (7)(C)
(b) (4), (b) (6), (b) (7)(C), less all legally required payroll deductions and tax withholdings (including applicable withholding for federal, state, and local income taxes and FICA), in full satisfaction of any back pay, costs, and interest remedy to which (b) (6), (b) (7)(C) could have been entitled to recover through the scheduled date of the hearing on the pending Complaint. This payment will be reported to the IRS on an IRS form W-2.

Employer agrees to make the payments specified above within fifteen (15) business days after Employer's counsel receives notice from the NLRB that the Complaint has been rescinded and the Charge withdrawn as described in Section 1.

If Employer does not make the payments specified above, the Union will be entitled to preliminary and permanent injunctive relief, plus attorneys' fees and costs, incurred in enforcing this Agreement, as well as to recover the backpay on behalf of (b) (6), (b) (7)(C) ..

3. **Confidentiality.** The Union agrees that the amount of money being paid to (b) (6), (b) (7)(C) pursuant to Section 2 of this Agreement is and will remain confidential. This means that the amount may not be communicated by the Union to any current or former employees of Employer (except (b) (6), (b) (7)(C)) or to anyone else not employed by the Union, other than counsel for the Union and the NLRB. The Union also represents and warrants that the amounts offered to (b) (6), (b) (7)(C) in this Agreement or during the negotiation of this Agreement have not been disclosed by the Union or its counsel to anyone other than its counsel, the NLRB, and those currently employed by the Union.

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4. **No Admission of Liability.** Employer denies all allegations made by the Union in the Charge. By entering into this Agreement, Employer does not admit that it has violated the National Labor Relations Act or any other legal obligation owed to the Union or to Employer's current or former employees.

5. **Notice Posting.** After this Agreement has been executed, a responsible official of the Employer will then sign and date the Notice (attached hereto as Exhibit A) and post within fifteen (15) days a copy of the Notice on its intranet for Amazon Corporate tech employees nationwide at Inside.Amazon.com, and post copies of the Notice on its intranet for Amazon warehouse/fulfillment center employees nationwide on the Amazon A to Z app, and keep these Notices continuously posted on both Inside.Amazon.com and the Amazon A to Z app for sixty (60) consecutive days from the date they were originally signed. To document its compliance with this requirement, the Employer will submit screen shots of the intranet and app postings to the Union within three (3) business days of posting and again within three (3) business days of the end of the sixty (60)-day period.

AGREED this 29th day of September, 2021:

United Food and Commercial Workers Union, Local 21

By: 

Title: Attorney

Amazon.com Services LLC

By: 

Molly K Gabel

Title: Outside Legal Counsel

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Attachment A

**PURSUANT TO A SETTLEMENT AGREEMENT REACHED IN THE MATTER OF
AMAZON.COM SERVICES LLC
CASE 19-CA-266977
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT do anything to interfere with your right to discuss with other employees your own and other employees' wages, hours, and working conditions, including:

- bringing COVID-19 workplace safety protection concerns and complaints to us on behalf of yourself or other employees, including our warehouse employees;
- publicly criticizing our treatment of our warehouse employees and calling for us to respond to these and other employees' complaints about our treatment of our warehouse employees;
- criticizing our statements about our warehouse employees' union and other protected activities;
- by inconsistently enforcing our otherwise valid solicitation policy against soliciting petition signatures and monetary support on behalf of our warehouse employees' working conditions;

WE WILL NOT discharge you for raising work-related concerns and complaints to us, including any of the above, on behalf of yourself or other employees, including our warehouse employees.

WE WILL NOT inconsistently enforce our External Communications or Solicitation policies to restrict any of your protected conduct or activities under the Act.

WE WILL pay (b) (6), (b) (7)(C) the wages and other benefits they lost because we fired them.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Amazon.com Services LLC

(Employer)

Dated: By:

(Representative) (Title)

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The National Labor Relations Board (NLRB) is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. The NLRB conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

915 2nd Ave Ste 2948 Seattle, WA 98174-1006 Telephone: (206) 220-6300 Hours of Operation: 8:15 a.m. to 4:45 p.m.

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